

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ESTÉE LAUDER COSMETICS LTD.)
and MAKE-UP ART COSMETICS INC.,)
)
Plaintiffs,) Case No. 20-cv-3738
)
v.) Hon. Steven C. Seeger
)
CHINESE QUALITY STORE, et al.,)
)
Defendants.)
)

SEALED TEMPORARY RESTRAINING ORDER

Plaintiffs Estée Lauder Cosmetics Ltd. and Make-Up Art Cosmetics Inc. (together, “Estée Lauder” or “Plaintiffs”) filed an *Ex Parte* Motion for Entry of a Temporary Restraining Order alleging infringements of Plaintiff’s Trademarks by counterfeiters. Specifically, Plaintiffs allege that the defendants identified in Schedule A (the “Defendants”), and using the seller aliases identified in Schedule A (the “Seller Aliases”), offer to sell, and do sell, counterfeit MAC products on various websites and third-party platforms. Plaintiffs also allege that Defendants are not authorized to use the MAC Trademarks and that Plaintiffs have suffered injury through this unauthorized use. Plaintiffs support their motion with declarations and the accompanying exhibits. This Court having read the evidence before it hereby GRANTS Estée Lauder’s *Ex Parte* Motion of a Temporary Restraining Order against the Defendants listed in the attached Schedule A.

The Court further finds that, without adversarial presentation, it has personal jurisdiction over the Defendants because they directly target their business activities toward consumers in the United States, including consumers in Illinois. Specifically, Plaintiffs have provided some basis

to conclude that Defendants may have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, have sold products using infringing and counterfeit versions of Plaintiffs' federally registered trademarks (the "MAC Trademarks") to residents of Illinois. A list of the MAC Trademarks is included in the below chart.

Registration Number	Trademark	Goods and Services
1,642,532		<p>For: cosmetics, namely, eye shadow, eye make-up remover, eye liner, foundation make-up, face powder, lipstick, lip gloss, lip shiner, mascara, nail polish, eyebrow pencil, rouge, face shimmers, body lotions, moisture lotion, moisture tonics, skin cleaner, dusting powder, facial moisturizers in class 003.</p> <p>For: cosmetic pencil sharpeners in class 016.</p> <p>For: cosmetic cases sold empty, cosmetic brushes, dusters for applying make-up, lip brushes, and cosmetic sponges in class 021.</p>
3,023,827	MAC	<p>For: cosmetic products including lipsticks, lip gloss, lip liners, lip balms, eye shadows, eye lining pencils, liquid eye liners, eye makeup, mascara, eyebrow pencils, artificial eyelashes, blushers, bronzers, multi-use cosmetic sticks, foundation makeup, pressed powder, loose powder, makeup remover, concealers, eye palettes, lip palettes, make-up kits, multi-use colored creams, powders and gels for use on face; nail polish, nail enamel, nail polish remover; non-medicated skin care products, namely cleansers, exfoliators, toners, eye creams, cleansing wipes, moisturizing spritzers, tinted moisturizers; fragrances for personal use in class 003.</p> <p>For: consultation services in the selection and use of cosmetics, toiletries and beauty</p>

Registration Number	Trademark	Goods and Services
		treatment in class 044.
3,237,448	MAC	For: carry-all bags; clutch bags; cosmetic bags sold empty; roll bags; travelling bags; waist bags in class 018. For: cosmetic brushes in class 021.
4,184,695		For: carry-all bags, cosmetic bags sold empty, shoulder bags, tote bags, clutch bags and travel bags in class 018.
2,207,315	STUDIO FIX	For: cosmetics, namely, make-up foundation in class 003.
3,347,789		For: non-medicated skincare preparations in class 003.
2,369,642	VIVA GLAM	For: lipstick in class 003.
3,469,550	TECHNAKOHL LINER	For: cosmetics in class 003.
3,516,371	MINERALIZE	For: cosmetics in class 003.
3,561,063	FLUIDLINE	For: cosmetics in class 003.
3,599,599	DAZZLEGLASS	For: cosmetics in class 003.
3,636,203	CREMESHEEN	For: cosmetics in class 003.
3,901,933	MAC HAUTE & NAUGHTY LASH	For: cosmetics in class 003.
4,022,031	MAKE-UP ART COSMETICS	For: cosmetics in class 003.
4,372,062	VELUXE	For: cosmetics in class 003.
4,645,887	PATENTPOLISH	For: cosmetics in class 003.
5,131,032	RETRO MATTE	For: cosmetics in class 003.

The Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Estée Lauder has made a *prima facie* showing that satisfies the requirements of an *ex parte* Temporary Restraining Order. Specifically, the facts in the Declaration of Gregg Marrazzo [14], paragraphs 19-24, and the Declaration of Justin R. Gaudio [13], paragraphs 5-7, and accompanying evidence show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. In the absence of an *ex parte* order, Defendants could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to offshore accounts. As other courts have recognized, proceedings against those who deliberately traffic in counterfeit merchandise are often useless if notice is given to the adverse party.

The Court orders as follows:

1. Defendants, their officers, agents, servants, employees, attorneys, and other persons in active concert or participation with them are temporarily restrained from:
 - a. using the MAC Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine MAC product or not authorized by Estée Lauder to be sold in connection with the MAC Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MAC product or any other product produced by Estée Lauder, that is not Estée Lauder's or not produced under the authorization, control or supervision

of Estée Lauder and approved by Estée Lauder for sale under the MAC

Trademarks;

c. committing any acts calculated to cause consumers to believe that

Defendants' products are those sold under the authorization, control or

supervision of Estée Lauder, or are sponsored by, approved by, or otherwise

connected with Estée Lauder;

d. further infringing the MAC Trademarks and damaging Estée Lauder's

goodwill; and

e. shipping, delivering, holding for sale, transferring or otherwise moving,

storing, distributing, returning, or otherwise disposing of, in any manner, products

or inventory not manufactured by or for Estée Lauder, nor authorized by Estée

Lauder to be sold or offered for sale, and which bear any of Estée Lauder's

trademarks, including the MAC Trademarks, or any reproductions, counterfeit

copies or colorable imitations thereof.

2. Defendants shall provide to Estée Lauder copies of all documents and records in such person's or entity's possession or control relating to:

a. the identities and locations of Defendants, including all known contact

information and any and all associated e-mail addresses; and

b. the nature of Defendants' operations and all associated sales, methods of

payment for services and financial information, including, without limitation,

identifying information associated with the Online Marketplaces and Defendants'

financial accounts, as well as providing a full accounting of Defendants' sales and

listing history related to their respective Online Marketplaces.

3. Any third party with actual notice of this Order who is providing services for any of the Defendants, including, but not limited to, any online marketplace platforms such as eBay, Inc. (“eBay”), AliExpress, Alibaba Group Holding Ltd. (“Alibaba”), Amazon.com, Inc., and ContextLogic, Inc. d/b/a Wish.com (“Wish.com”) (collectively, the “Third Party Providers”) shall, within ten (10) calendar days after receipt of such notice, provide to Estée Lauder expedited discovery, including copies of documents and records in such person’s or entity’s possession or control relating to:

- a. the identities and locations of Defendants, including all known contact information and all associated e-mail addresses; and
- b. the nature of Defendants’ operations and all associated methods of payment for services and financial information, including (if requested) a summary of Defendants’ sales and listing history related to their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of PayPal, Inc. (“PayPal”), Alipay, Wish.com, Alibaba, Ant Financial Services Group (“Ant Financial”), and Amazon Pay.

Plaintiffs shall work cooperatively with the Third Party Providers and make reasonable efforts to ease the burdens imposed by their request for expedited discovery.

4. Defendants shall be temporarily restrained from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.

5. PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay shall, within five (5) business days of receipt of this Order:

- a. locate all accounts and funds connected to Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A, the e-mail addresses identified in Exhibit 3 to the Declaration of Gregg Marrazzo, and any e-mail addresses provided for Defendants by third parties; and
- b. prevent any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

6. Estée Lauder may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing, service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Amended Complaint, the Summons, this Order, all of Plaintiffs' filings related to any future motion for preliminary injunction and other relevant documents on a website. Defendants will also provide notice by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of Gregg Marrazzo and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Court directs the Clerk of the Court to issue a single original summons in the name of "CHINESE QUALITY STORE and all other Defendants identified in the Amended Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

7. Exhibit 1 to the Complaint [9], the Amended Complaint [10] and Exhibits 1-4 thereto [10-1] - [10-4], Schedule A to the Complaint [8] and the Amended Complaint [10-5], Plaintiffs' Motion for Entry of a Temporary Restraining Order [11], Plaintiffs' Memorandum in Support of their Motion for Entry of a Temporary Restraining Order [12], the accompanying Declaration of Justin R. Gaudio [13] and Exhibits 1-4 thereto [13-1] - [13-4], the Declaration of Gregg Marrazzo [14] and Exhibits 1-3 thereto [14-1], [14-2], [15], Plaintiffs' Motion for Electronic Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) [16], Plaintiffs' Memorandum in Support of its Motion for Electronic Service of Process Pursuant to Fed. R. Civ. P. 4(f)(3) [17], the accompanying Declaration of Justin R. Gaudio [18] and Exhibits 1-2 thereto [18-1], [18-2], Plaintiffs' Notification of Affiliates [19], Plaintiffs' Notice of Claims Involving Trademarks [20], and this Order shall remain sealed until Plaintiffs file a motion for entry of a preliminary injunction. Plaintiffs shall file unsealed versions of the above sealed documents using the CM/ECF system when they file their motion for preliminary injunction.

8. Estée Lauder shall deposit with the Court one hundred twenty-six thousand dollars (\$126,000.00) (that is, \$10,000 per Defendant), either cash, cashier's check or surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder, such bond to be deposited with the Court once in-person civil case hearings resume.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.

10. This Temporary Restraining Order without notice is entered at 5:00 P.M. on this 17th day of July 2020 and shall remain in effect for fourteen (14) days.

Date: July 17, 2020



Steven C. Seeger
United States District Judge

**ESTÉE LAUDER COSMETICS LTD. and MAKE-UP ART COSMETICS v. CHINESE QUALITY STORE,
et al., - Case No. 20-cv-3738**

Schedule A

No.	Seller Aliases	No.	Seller Aliases
1	Chinese quality Store	2	Ai Makeup Store
3	Makeup Wonderland Drop Shipping Store	4	4992207-YANG Store
5	Beautiful Life Diary Store	6	Beautiful Voice Makeup Store
7	Co-co 859 Store	8	Huyoyo Store
9	JasonShop Store	10	Love Beauty Life Store
11	Magical Moment Store	12	Makeup Life Store
13	Minl makeups Store	14	Ms. Bearose Store
15	MSSugar Muswanna Store	16	PLSELF Store
17	Q&X Make up Store	18	Run Beauty house
19	Sexy brief Store	20	ShenZhen five Store
21	ShenZhen Foonbe Cosmetic Co.,Ltd. Store	22	Shop3180011 Store
23	Shop4600016 Store	24	Shop4988135 Store
25	Shop4998250 Store	26	Shop5068311 Store
27	Shop5081095 Store	28	Shop5084074 Store
29	TRENDY GIRL Store	30	VEEK Esthetic Salon Store
31	001 Beautiful Woman Store	32	66 MAKEUP PRODUCTS Store
33	A Global Makeup Store	34	A Women Daily Store
35	Azerion Boutique Store	36	Beautiful YYP Store
37	beautybeauty Store	38	Celina's Love Store
39	Codomaster Store	40	CoolLadies Store
41	DAYFULI Magical Store	42	Dreamlikeer Store
43	Fantasy Protagonist Store	44	GlamourJ Store
45	Hermos Findings Store	46	HG New Makeup Store
47	Junior Shop Store	48	May A May Store
49	mdjs8f Store	50	Metamorphosis. Store
51	Na-tural Beauties Store	52	Nightingale ShoppingMall Store
53	Outdoor Lifes Store	54	Prtty Girl Store
55	Shop3622096 Store	56	Shop4969086 Store
57	Shop5020084 Store	58	Shop5030013 Store
59	Shop5039270 Store	60	Shop5040262 Store
61	Shop5042169 Store	62	Shop5051314 Store
63	Shop5058041 Store	64	Shop5062283 Store

No.	Seller Aliases
65	Shop5067173 Store
67	Shop5716072 Store
69	Trendy World Store
71	VERUCA'S Makeup Store
73	Yajie Store
75	Shouhengda
77	bead-007
79	fashion-space7
81	nice-seller77
83	sungift
85	cheers_us
87	nicetomeetyou20
89	Abigale7
91	bacardi
93	bluehouses
95	Buy_Easy
97	Chao Xiu mobile phone shell shop
99	Enhanced Beauty Shop
101	fafayou
103	godess
105	HLLIGHT
107	Lakely
109	lishp
111	nanjinglizhuozichanguanliyouxiangongsi
113	Personality Commodity Store
115	qiaogeli_store
117	Sinoco Intrernatinal
119	tianyi58
121	xinshijuefushi
123	You Yong Store
125	YWSPORT

No.	Seller Aliases
66	Shop5077337 Store
68	SHOPYJHZP Store
70	Umbrella Makeup Store
72	wytfdl Store
74	Your Dreamy Makeup Store
76	2018hezhaoxinfeng1
78	better-shop777
80	huang810415
82	niveg
84	acemotor2015
86	jewelry-panbeads
88	xiamenshuxinfushi8
90	Anstruther
92	bestqualityforever2
94	buhao
96	CCBC
98	chenshengyi1114
100	eridu830
102	Fashion Garment Wholesale
104	hailinzhu
106	huangyudianpu
108	LeGee
110	Make you a beautiful world
112	pecos580
114	prettywomen
116	rxhjessica
118	Sun Flower1025
120	VIPP
122	yanyan2017
124	youknowit
126	zhaojing017

No.	Online Marketplaces
1	aliexpress.com/store/4704037
3	aliexpress.com/store/5142075
5	aliexpress.com/store/2497051
7	aliexpress.com/store/4973035
9	aliexpress.com/store/5069159
11	aliexpress.com/store/5003092

No.	Online Marketplaces
2	aliexpress.com/store/5072241
4	aliexpress.com/store/4992207
6	aliexpress.com/store/5044301
8	aliexpress.com/store/2655083
10	aliexpress.com/store/3877066
12	aliexpress.com/store/512258

No.	Online Marketplaces	No.	Online Marketplaces
13	aliexpress.com/store/2931086	14	aliexpress.com/store/5043167
15	aliexpress.com/store/5065090	16	aliexpress.com/store/5008049
17	aliexpress.com/store/5045130	18	aliexpress.com/store/1829106
19	aliexpress.com/store/1850788	20	aliexpress.com/store/2814070
21	aliexpress.com/store/234669	22	aliexpress.com/store/3180011
23	aliexpress.com/store/4600016	24	aliexpress.com/store/4988135
25	aliexpress.com/store/4998250	26	aliexpress.com/store/5068311
27	aliexpress.com/store/5081095	28	aliexpress.com/store/5084074
29	aliexpress.com/store/5034107	30	aliexpress.com/store/5003272
31	aliexpress.com/store/2780228	32	aliexpress.com/store/5125072
33	aliexpress.com/store/5373161	34	aliexpress.com/store/3239068
35	aliexpress.com/store/1953006	36	aliexpress.com/store/2983021
37	aliexpress.com/store/4962034	38	aliexpress.com/store/2227153
39	aliexpress.com/store/4284034	40	aliexpress.com/store/5075105
41	aliexpress.com/store/3263034	42	aliexpress.com/store/5065066
43	aliexpress.com/store/5239193	44	aliexpress.com/store/5075082
45	aliexpress.com/store/4968101	46	aliexpress.com/store/5481039
47	aliexpress.com/store/2217142	48	aliexpress.com/store/5089066
49	aliexpress.com/store/5079039	50	aliexpress.com/store/4798001
51	aliexpress.com/store/3221072	52	aliexpress.com/store/1775579
53	aliexpress.com/store/5244283	54	aliexpress.com/store/2800078
55	aliexpress.com/store/3622096	56	aliexpress.com/store/4969086
57	aliexpress.com/store/5020084	58	aliexpress.com/store/5030013
59	aliexpress.com/store/5039270	60	aliexpress.com/store/5040262
61	aliexpress.com/store/5042169	62	aliexpress.com/store/5051314
63	aliexpress.com/store/5058041	64	aliexpress.com/store/5062283
65	aliexpress.com/store/5067173	66	aliexpress.com/store/5077337
67	aliexpress.com/store/5716072	68	aliexpress.com/store/5637050
69	aliexpress.com/store/1873224	70	aliexpress.com/store/5383072
71	aliexpress.com/store/5015029	72	aliexpress.com/store/5080011
73	aliexpress.com/store/5427343	74	aliexpress.com/store/3245075
75	amazon.com/sp?seller=A3JKYRUI6OJQKX	76	ebay.com/usr/2018hezhaoxinfeng1
77	ebay.com/usr/bead-007	78	ebay.com/usr/better-shop777
79	ebay.com/usr/fashion-space7	80	ebay.com/usr/huang810415
81	ebay.com/usr/nice-seller77	82	ebay.com/usr/niveg
83	ebay.com/usr/sungift	84	ebay.com/usr/acemotor2015
85	ebay.com/usr/cheers_us	86	ebay.com/usr/jewelry-panbeads
87	ebay.com/usr/nicetomeetyou20	88	ebay.com/usr/xiamenshuxinfushi8

No.	Online Marketplaces	No.	Online Marketplaces
89	wish.com/merchant/5a9684cf6be8731a94081fc5	90	wish.com/merchant/56c342a7af6cbb1169cb32ca
91	wish.com/merchant/596320eb48912c72c0b9ce23	92	wish.com/merchant/57baee68a3ae9a072ccbf776
93	wish.com/merchant/5aa12b3cb722cf7cd33814c9	94	wish.com/merchant/581ec551c96e4b1b66a2412e
95	wish.com/merchant/57494346232ca05cbe15c5ec	96	wish.com/merchant/595f42fc905fdb021d6cc065
97	wish.com/merchant/5b953149c979702ec0c9d6e0	98	wish.com/merchant/58d25d613ae66953729b2935
99	wish.com/merchant/595d9860d44a9b4b870f4670	100	wish.com/merchant/58d4fd45236c0c54a709bba2
101	wish.com/merchant/560b498bb1167a0d452a5e63	102	wish.com/merchant/56093255c079a82f6162172c
103	wish.com/merchant/57985c35629c38302ab3eb69	104	wish.com/merchant/59119cbf2da1ba7da80c9730
105	wish.com/merchant/5806c8c91556b00d9e586d5c	106	wish.com/merchant/581c832abfa9fd7fa41f8459
107	wish.com/merchant/5681075a9a609f2f203ca556	108	wish.com/merchant/589da71bae9884598cb7018d
109	wish.com/merchant/59671e142894350317132b78	110	wish.com/merchant/5724b96482ad385931678dd7
111	wish.com/merchant/565fe9b9769a5629b8fca06a	112	wish.com/merchant/58d8c6cff30c2555e44d838
113	wish.com/merchant/56f91759fe76cc5874ac40bc	114	wish.com/merchant/530c954ccb72c52e3bd3372d
115	wish.com/merchant/5a0025347b584e0c48f292ef	116	wish.com/merchant/580eefcbf9414f195fd3b423
117	wish.com/merchant/556538451aa1b91b6ef61146	118	wish.com/merchant/58c8fd8b99858850e51476e9
119	wish.com/merchant/596764002eac114dc6143618	120	wish.com/merchant/576cd7e1316b0d6b94878442
121	wish.com/merchant/580eeb879858a11ae358b51c	122	wish.com/merchant/596764c6d4cc342b29821ee3
123	wish.com/merchant/5b756e05bee822165134e7a6	124	wish.com/merchant/58a801f10f4dcf6f0cc7a4ce
125	wish.com/merchant/57fe06d0cf8ad454656d4c16	126	wish.com/merchant/58c4e1eaffcbce51088613de